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Situated Employees
9

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF FRESNO**

12
13 RICARDO BAUTISTA, ANTONIO
PATRICIO, FERNANDO ÁNGELES,
14 EUGENIA RAMIREZ, and GUILLERMINA
SÁNCHEZ, on behalf of themselves, and those
15 similarly situated,

16 Plaintiffs,

17 vs.

18 559 AG CORP., a California Corporation;
19 DOUGLAS A. HANSON, Trustee; SUSANA P.
HANSON, Trustee; JOHN CLARK AND
20 LORENE CLARK, Trustees; ARTEMIO
FIDEL SALAZAR LUNA, an individual;
21 CENTRAL PACIFIC FARMS, INC., a
California Corporation; PARAGROUP
22 FARMS, INC., a California Corporation; and
DOES 1 through 50, inclusive,
23

24 Defendants.
25
26

Case No. 25CECG02955

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT FOR:**

1. Failure to Pay Nonproductive Time
Separate from Piece-Rate;
2. Failure to Provide Meal and Rest Periods
or Pay Additional Wages in Lieu
Thereof;
3. Failure to Pay Minimum Wages;
4. Failure to Pay Overtime Premium
Wages;
5. Waiting Time Penalties;
6. Knowing and Intentional Failure to
Comply with Itemized Employee Wage
Statement Provisions;
7. Failure to Indemnify Employees for
Necessary Business Expenditures or
Losses Incurred;
8. Violation of the Unfair Competition Law,
California Business & Professions Code
§§17200 *et seq.*; and
9. Penalties under Cal. Labor Code § 2699 *et
seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Ricardo Bautista, Antonio Patricio, Fernando Ángles, Eugenia Ramirez, and Guillermina Sánchez (“Plaintiffs”), bring this action against Defendants 559 Ag Corp., Douglas A. Hanson and Susan P. Hanson, John and Lorene Clark, Central Pacific Farms, Inc., Paragroup Farms, Inc., and Does 1-50 (“Defendants”), individually and on behalf of all other similarly situated individuals employed under common circumstances and facts. The allegations made in this Complaint are based on Plaintiffs’ knowledge, except those allegations made on information and belief, which are based on the investigation of her counsel.

2. Plaintiffs bring this class action on behalf of a class of workers currently or formerly employed as agricultural workers by Defendants in California. Plaintiffs seek to vindicate the rights afforded to workers under California law, including the California Labor Code and Wage Orders, and California’s Unfair Competition Law (“UCL”).

3. Plaintiffs also bring this action under the California Private Attorney General Act, Labor Code §§ 2698 *et seq.* (“PAGA”) as an enforcement action on behalf of the State of California for penalties and other remedies to vindicate the rights of Plaintiffs and other current or former employees (“aggrieved employees”), as expressly permitted by that statute. All PAGA administrative requirements will have been met for this purpose prior to service of this complaint.

4. This action arises out of Defendants’ failure to pay non-exempt employees all wages it owed them by failing to pay for rest and recovery periods and other nonproductive time separate from any piece-rate compensation; failing to provide meal and rest periods or to pay premium wages in lieu thereof; failing to provide meal periods or pay premium wages in lieu thereof; failing to pay minimum wages for all hours worked, including by issuing employees bad checks; failing to pay overtime premium wages; and failing to reimburse for necessary business expenses. As a result, Defendants failed to pay non-exempt employees, including Plaintiffs and the class, all wages owed to them upon discharge (including seasonal layoffs) or resignation and failed to provide accurate, itemized wage statements in conformance with California law.

1 5. Defendants employed Plaintiffs, the class, and other aggrieved employees directly
2 or as joint employers, client-employers, agents, or alter egos.

3 6. Plaintiffs are informed and believe and thereon allege that each Defendant is
4 responsible in some manner for the occurrences herein alleged, and that the damages herein
5 alleged were actually and proximately caused by each Defendant's conduct.

6 7. Plaintiffs were seasonal agricultural workers employed by Defendants in Fresno
7 County.

8 8. The core violations Plaintiffs allege against Defendants for themselves, the class,
9 and aggrieved employees are: (1) failure to pay non-productive time separate from piece-rate,
10 resulting in a failure to pay minimum wage for all hours worked; (2) failure to provide paid rest
11 break periods; (3) failure to provide meal or rest periods or provide premium wages in lieu
12 thereof; (4) failure to pay overtime premium wages, (5) failure to pay all wages owed upon
13 separation, including as a result of issuing bad checks; (6) failure to provide accurate, itemized
14 wage statement; (7) failure to reimburse for necessary business expenses; (8) violation of
15 California's Unfair Competition Law; (9) penalties under California Labor Code §§ 2699 *et seq.*
16 (PAGA).

17 9. Defendants have refused to pay all wages due and owed to Plaintiffs, class
18 members, and other aggrieved employees under the express provisions of the California Labor
19 Code, which, in turn, resulted in additional Labor Code violations entitling Plaintiffs, the class,
20 and aggrieved employees to prompt payment of wages and penalties.

21 10. Plaintiffs, for themselves, the class, and aggrieved employees, also seek injunctive
22 relief requiring Defendants to comply with all applicable California labor laws and regulations in
23 the future and preventing Defendants from engaging in and continuing to engage in unlawful and
24 unfair business practices. Plaintiffs also seeks declaratory relief enumerating Defendants'
25 violations so Defendants and the public have clarity and guidance with regards to Defendants'
26 future employment practices.

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PARTIES

11. Plaintiffs are residents of California. At all relevant times herein, they have been employed directly or jointly by Defendants, as an employee on land owned, leased, and/or operated in California, and have been employed by Defendants as a non-exempt employee. Plaintiffs were hired by Defendants to work in Fresno County. During the relevant time period, Plaintiffs worked for Defendants in Fresno County, performing services covered by an applicable Wage Order during the Class Period. Plaintiffs suffered injury in fact and loss of property because of Defendants' conduct described in this Complaint.

12. Plaintiffs and the employees whom Plaintiffs seek to represent were regularly subjected to, or had personal knowledge of, the violations described in this Complaint.

13. The following allegations as to Defendants are made on information and belief, and are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

14. At all times relevant, Defendant **559 Ag Corp.** was a California corporation which conducts business in and around the district. On information and belief, Defendant 559 Ag Corp. has dozens of employees and provides employees in the agricultural industry, and provided labor to Defendants Central Pacific Farms, Inc., Paragroup Farms, Inc., and Douglas A. Hanson, Susana P. Hanson, John Clark, and Lorene Clark. At the core of Defendant 559 Ag Corp.'s violations are: systematic failure to keep accurate time and payroll records; failure to record rest and recovery periods separate from piece-rate units, and/or failing to accurately calculate compensation for rest and recovery periods; failing to record and compensate piece-rate workers for nonproductive time from piece-rate units; failure to pay minimum wage; refusing to provide proper meal periods or to provide premium wages in lieu thereof; failing to provide accurate wage statements; failing to reimburse for necessary business expenditures; failing to pay all wages owed upon separation from employment, and issuing bad checks to employees.

15. At all times relevant, Defendants **Douglas A. Hanson and Susana P. Hanson, Trustees**, owned, controlled, or operated a business or establishment that employed persons

1 within the meaning of the applicable Industrial Welfare Commission Orders, and operated as a
2 direct or joint employer of Class Members in this case. Joint and several liability attaches to
3 Defendant Douglas A. Hanson and Susana P. Hanson as a joint employer with Defendant 559 Ag
4 Corp. for the payment of wages to Plaintiffs and Class Members under Labor Code §
5 2810.3(b)(1). Plaintiffs provided notice to Douglas A. Hanson and Susana P. Hanson, Trustees,
6 pursuant to Labor Code § 2810.3(b)-(d) on February 25, 2025.

7 16. At all times relevant, Defendant **John Clark and Lorene Clark, Trustees**,
8 owned, controlled, or operated a business or establishment that employed persons within the
9 meaning of the applicable Industrial Welfare Commission Orders, and operated as a direct or
10 joint employer of Class Members in this case. Joint and several liability attaches to Defendant
11 John Clark and Lorene Clark as a joint employer with Defendant 559 Ag Corp. for the payment
12 of wages to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiffs provided
13 notice to John Clark and Lorene Clark, Trustees, pursuant to Labor Code § 2810.3(b)-(d) on
14 August 26, 2025.

15 17. At all times relevant, Defendant Artemio Fidel Salazar Luna, also known as **Fidel**
16 **Luna**, an individual, was the principal of 559 Ag Corp, Inc., and was in charge of making major
17 corporate decisions and managing the operations of the corporation during the relevant time
18 period. As such, he was on notice, whether actual or constructive, of all of the violations
19 described herein, and failed to prevent or address them. Defendant Fidel Luna controlled and
20 caused the violations at issue here either by making illegal policies, implementing illegal policies,
21 implementing illegal practices, or failing to correct illegal policies or practices. Defendant Fidel
22 Luna is therefore liable as an employer under Labor Code § 558.1.

23 18. At all times relevant, Defendant **Central Pacific Farms, Inc.**, a California
24 corporation, owned, controlled, or operated a business or establishment that employed persons
25 within the meaning of the applicable Industrial Welfare Commission Orders, and operated as a
26 direct or joint employer of Class Members in this case. Joint and several liability attaches to
27 Defendant Central Pacific Farms as a joint employer with Defendant 559 Ag Corp. for the
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1 payment of wages to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiffs
2 provided notice to Central Pacific Farms, Inc., pursuant to Labor Code § 2810.3(b)-(d) on
3 August 26, 2025.

4 19. At all times relevant, Defendant **Paragroup Farms, Inc.**, a California
5 corporation, owned, controlled, or operated a business or establishment that employed persons
6 within the meaning of the applicable Industrial Welfare Commission Orders, and operated as a
7 direct or joint employer of Class Members in this case. Joint and several liability attaches to
8 Defendant Paragroup Farms, Inc., as a joint employer with Defendant 559 Ag Corp. for the
9 payment of wages to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiffs
10 provided notice to Paragroup Farms, Inc., pursuant to Labor Code § 2810.3(b)-(d) on August 26,
11 2025.

12 20. Plaintiffs have complied with the notice requirements of Labor Code § 2810.3(b)
13 by mailing notice via certified mail to Defendants Douglas A. Hanson, and Susana P. Hanson on
14 February 28, 2025, and to and John Clark, Lorene Clark, Paragroup Farms, Inc., and Central
15 Pacific Farms, Inc. on August 20, 2025.

16 21. Plaintiffs completed the written notice requirements set forth in Labor Code §
17 2699.3 on August 20, 2025 and August 26, 2025, and the waiting period will have elapsed before
18 service of this Amended Complaint.

19 22. The acts and failures to act alleged herein were duly performed by and
20 attributable to all Defendants, each acting as a successor, agent, alter ego, employee, indirect
21 employer, joint employer, and/or integrated enterprise, at the direction and control of the others,
22 except as specifically alleged otherwise. Said acts and failures to act were within the scope of
23 such agency and/or employment, and each Defendant participated in, approved of, and/or ratified
24 the unlawful acts and omissions by the other Defendant complained of herein.

25 23. On information and belief, Plaintiffs further assert the damages herein alleged
26 were actually and proximately caused by each Defendants' conduct.

1 **JURISDICTION AND VENUE**

2 24. This case is subject to the jurisdiction of this court pursuant to the California
3 Labor Code, California Business and Professions Code, and California Code of Civil Procedure.
4 Defendants are entities, partnerships, businesses, and persons who reside in and/or conduct
5 business in the State of California and in this county.

6 25. Venue is proper in this judicial district because Defendants conduct business in
7 Fresno County, California. In addition, venue in Fresno County is proper because many of
8 Defendants' alleged violations arose in Fresno County.

9
10 **FACTUAL ALLEGATIONS**

11 26. This is a Class Action pursuant to Section 382 of the California Code of Civil
12 Procedure to vindicate the rights afforded the class by California Labor Code §§ 201, 202, 203,
13 203.1, 204, 210, 214, 216, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 512, 558.1, 1174,
14 1194, 1194.2, 1197, 1197.1, 1199, 2802 and California Business & Professions Code §§ 17200
15 *et seq.* and is brought on behalf of Plaintiffs and a Class comprised of all current and former non-
16 exempt employees of Defendants.

17 27. This is also a claim under the California Private Attorneys General Act of 2004,
18 Labor Code §§ 2699 *et seq.* ("PAGA") seeking to enforce California law and to levy penalties
19 against Defendants on behalf of Plaintiffs, other current and former employees ("aggrieved
20 employees"), and the State of California.

21 28. The claims of this lawsuit spring from a pattern of Defendants' misconduct and
22 wrongdoing that is a characteristic of the labor system Defendants utilize, where unpaid and
23 improperly paid labor, as alleged herein, is a common business practice, and where the employer
24 externalizes the cost of business expenditures upon Defendants' employees. Defendants' actions
25 in this case demonstrate a systematic disregard for the rights afforded to Plaintiffs and the class
26 under California wage and hour law. The following paragraphs detail specific violations of law
27 giving rise to this action.

1 29. For at least four years prior to the filing of this action and through to the present
2 (liability period for the UCL cause of action), Defendants have maintained and enforced against
3 Plaintiffs, the class, and aggrieved employees the following unlawful practices and policies in
4 violation of California wage and hour laws, including but not limited to:

- 5 a. failing to accurately calculate pay for rest and recovery periods and
6 failure to record and compensate for other nonproductive time
7 separate from any piece-rate compensation, and a resulting failure
8 to pay minimum and overtime wages;
- 9 b. failing to document on itemized statements the total hours of
10 compensable rest and recovery periods and nonproductive time,
11 the rate of compensation, and the gross wages paid for those
12 periods and time during the pay period;
- 13 c. requiring Class Members and aggrieved employees, including
14 Plaintiffs, to work at least five (5) hours without a timely, thirty-
15 minute, uninterrupted meal period, and failing to pay such
16 employees one (1) hour of additional wages at the employees'
17 regular rate of compensation for each workday that the meal period
18 was not provided, and failing to provide employees paid ten-
19 minute rest breaks or to pay a wage premium in lieu thereof in
20 violation of California law and policy;
- 21 d. failing to provide class members and aggrieved employees,
22 including Plaintiffs, with accurate itemized wage statements in
23 violation of California law and public policy;
- 24 e. failing to pay to Class Members and aggrieved employees,
25 including Plaintiffs, all wages owed including those for rest and
26 meal periods, rest and recovery time and all piece-rate work, as
27 detailed above upon separation from employment – whether
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- 1 voluntary or not – in violation of California law and policy;
- 2 f. failing to indemnify employees for necessary business
- 3 expenditures;
- 4 g. paying wages owed to Class Members and aggrieved employees,
- 5 including Plaintiffs, with bad checks, in violation of California law
- 6 and policy;
- 7 h. failing to create or maintain accurate time-keeping records for
- 8 Class Members and aggrieved employees, including Plaintiffs,
- 9 resulting in failure to accurately pay wages owed and provide
- 10 accurate itemized wage statements, in violation of California law
- 11 and public policy; and
- 12 i. engaging in unfair competition in violation of the UCL, Bus. &
- 13 Prof. §§17200 *et seq.*, as a result of failing to pay wages owed.

14 30. At all times relevant, Defendants paid Plaintiffs and other similarly situated and
15 aggrieved employees by “piece-rate.” In a piece-rate system, rest periods must be compensated
16 separately and a “piece-rate compensation formula that does not compensate separately for rest
17 periods does not comply with California minimum wage law.” *Bluford v. Safeway Stores, Inc.*
18 216 Cal.App.4th 864, 871 (2013).

19 31. Defendants failed to compensate for all “hours worked” within the meaning of the
20 applicable IWC Wage Order and failed to pay overtime premium wages for work performed.
21 This includes, but is not limited to, regular hours worked that were not compensated at minimum
22 or agreed upon rates; failing to accurately calculate compensation for rest and recovery periods;
23 failing to record and compensate non-productive time separate from piece-rate units, overtime
24 hours worked that were either not compensated, or compensated at rates lower than the
25 applicable overtime premium wage rate and/or without properly calculating the regular rate of
26 pay for purposes of paying overtime; failing to pay rest and recovery periods and nonproductive
27 time for piece-rate workers, and other activities; and paying employees with bad checks. By its
28

1 conduct, Defendants make clear they are intentionally and maliciously subverting California
2 minimum wage requirements and California overtime wage requirements, resulting in loss of
3 property to Plaintiffs and the class as a result of Defendants' payroll policies.

4 32. Under the timekeeping and record-keeping policies, Defendants willfully
5 provided inaccurate itemized wage statements that do not reflect all "hours worked" and wages
6 earned. Further, Defendants also failed to accurately calculate compensation for rest and
7 recovery periods and failed to record other nonproductive time separate from any piece-rate
8 compensation in violation of Labor Code § 226.2. As such, Defendants failed to maintain
9 accurate time-keeping record and wage statements.

10 33. Under their meal period policies, Defendants failed to provide employees: (a) at
11 least one (1) meal period prior to the fifth hour and/or two (2) meal periods for shifts greater than
12 ten hours, (b) net thirty-minute meal periods, and/or (c) timely meal periods. Further,
13 Defendants' policy is to not pay the premium wages owed to workers for missed, incomplete,
14 and/or untimely meal periods.

15 34. Under their rest period policy, Defendants failed to provide ten minutes of
16 uninterrupted rest and recovery time for each four hours worked.

17 35. Defendants' failure to compensate non-exempt employees for all "hours worked,"
18 failure to authorize and permit requisite meal and failure to pay premium meal period wages,
19 failure to pay for all hours worked at the regular rate or required overtime premium rate, and
20 failure to pay wages at termination, in addition to the other violations alleged above, during all
21 relevant times herein was intentional, willful, and deliberate.

22 36. On information and belief, Defendants were on notice of the improprieties alleged
23 and/or have intentionally, deliberately, and willfully carried out these unlawful and unfair
24 business practices.

25 37. Defendants have made it difficult to account with precision for the unlawfully
26 withheld wages due to Plaintiffs, the class, and aggrieved employees during all relevant times
27 herein, because Defendants did not fully implement and preserve a record-keeping method to
28

1 accurately record all hours worked and wages earned by their employees, or manipulated such
2 record-keeping method for Defendants' advantage, in violation of California Labor Code §§ 226
3 and 1174(d), and applicable IWC Wage Orders.

4 38. Defendants failed to comply with California Labor Code § 226(a) by failing to
5 itemize in wage statements all wages earned and by failing to accurately report total hours
6 worked by Plaintiffs, members of the proposed Class, and aggrieved employees. Plaintiffs, Class
7 Members, and aggrieved employees are therefore entitled to statutory penalties up to \$4,000 for
8 each employee pursuant to Labor Code § 226(e).

9 39. Defendants failed to provide equipment necessary for employees to perform their
10 duties, therefore requiring employees to provide equipment like harnesses and gloves
11 themselves, but failed to reimburse employees for these necessary business expenditures, in
12 violation of Labor Code § 2802.

13
14 **CLASS ACTION ALLEGATIONS**

15 40. Plaintiffs bring this action on behalf of herself and all others similarly situated as
16 a class action pursuant to Section 382 of the California Code of Civil Procedure because there is
17 a well-defined community of interest in litigation and the proposed class is easily ascertainable.
18 Plaintiffs seeks to represent the following Class, composed of, and defined, as follows:

19 All non-exempt workers who are or have been employed by Defendants in the
20 State of California at any time within four (4) years prior to the filing of the
21 original complaint in this action and the final disposition of this action.

22 41. On information and belief, the legal and factual issues detailed above are common
23 to and affected all Class Members. Plaintiffs may amend the above class definition as permitted
24 or required by this Court.

25 **NUMEROSITY**

26 42. The potential members of the Class as defined are so numerous that joinder of all
27 the members of the Class is impracticable. While the precise number of Class Members has not
28

1 been determined at this time, Plaintiffs are informed and believe Defendants have employed
2 dozens of employees in the State of California. These employees have been affected by
3 Defendants' unlawful practices as alleged herein.

4 43. Upon information and belief, Plaintiffs allege Defendants' employment records
5 would provide information as to the number and location of all Class Members. Joinder of all
6 members of the proposed Class is not practicable.

7 **COMMONALITY**

8 44. There are questions of law and fact common to the Class predominating over any
9 questions affecting only individual Class Members. These common questions of law and fact
10 include, without limitation:

- 11 a. Whether Defendants violated §§ 17200 *et seq.* of the Business and
12 Professions Code by the violation of California labor laws;
- 13 b. Whether Defendants violated the California Labor Code and Wage
14 Orders as a result of the allegations described in this complaint;
- 15 c. Whether Defendants violated the California Labor Code and Wage
16 Orders by compensating Plaintiffs and other Class Members at hourly
17 wage rates below (1) the minimum wage rate and (2) overtime
18 premium wage, including by paying Class Members with bad checks;
- 19 d. Whether Defendants violated the California Labor Code and Wage
20 Orders by failing to provide lawful meal periods or discouraging
21 Plaintiffs and Class Members from taking them and failing to pay
22 premium wages in lieu thereof, in violation of California law;
- 23 e. Whether Defendants violated the California Labor Code and Wage
24 Orders by failing to pay Plaintiffs and other Class Members for rest and
25 recovery periods and other nonproductive time separate from any
26 piece-rate compensation;
- 27 f. Whether Defendants violated the California Labor Code and Wage

1 Orders by failing to, among other things, maintain accurate records of
2 Plaintiffs and other Class Members' earned wages, work periods, hours
3 worked, and wages earned;

4 g. Whether Defendants failed to reimburse Plaintiffs and other Class
5 Members for necessary business expenditures;

6 h. Whether Defendants violated the California Labor Code and Wage
7 Orders by failing to pay all earned wages due and/or premium wages
8 due and owing at the time that the employment of any Class Members,
9 including Plaintiffs, ended; and

10 i. Whether Plaintiffs and other Class Members are entitled to restitution,
11 wages, statutory penalties, premium wages, declaratory and injunctive
12 relief, attorneys' fees, interest, and costs, and other relief pursuant to
13 the California Labor Code, applicable Wage Orders, and the UCL.

14 **TYPICALITY**

15 45. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs
16 and all members of the Class sustained injuries and damages arising out of, and were caused by,
17 Defendants' common course of conduct in violation of California laws, regulations, and statutes
18 as alleged herein.

19 **ADEQUACY OF REPRESENTATION**

20 46. Plaintiffs will fairly and adequately represent and protect the interests of the
21 members of the Class. Counsel who represent Plaintiffs are competent and experienced in
22 litigating large employment class actions.

23 **SUPERIORITY OF CLASS ACTION**

24 47. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
26 questions of law and fact common to the Class predominate over any questions affecting only
27 individual members of the Class. Each member of the proposed Class has been damaged and is
28

1 entitled to recovery by reason of Defendants' unlawful policy and/or practice of failing to
2 compensate Class Members for all wages earned and engaging in the unlawful practices herein
3 complained of and denying Class Members meal periods without legal compensation.

4 48. Class action treatment will allow those similarly situated persons to litigate their
5 claims in the manner that is most efficient and economical for the parties and the judicial system.
6 It is unlikely individual Class Members have any interest in individually controlling separate
7 actions in this case. Class Members' lack of knowledge of the legal system and limited economic
8 resources would deprive most Class Members of the practical opportunity to pursue their claims
9 were this class action not certified.

10 49. Plaintiffs are unaware of any difficulties likely to be encountered in the
11 management of this action that would preclude its maintenance as a class action. The benefits of
12 maintaining this action on a class basis far outweigh any administrative burden in managing the
13 class action. Conducting the case as a class action would be far less burdensome than prosecuting
14 numerous individual actions.

15
16 **CLAIMS FOR RELIEF**

17 **FIRST CLAIM FOR RELIEF**
18 **FAILURE TO COMPENSATE NONPRODUCTIVE TIME, INCLUDING REST**
19 **PERIODS, SEPARATE FROM ANY PIECE-RATE COMPENSATION**
(CAL. LAB. CODE § 226.2)
20 **PLAINTIFFS AGAINST ALL DEFENDANTS**

21 50. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

22 51. Plaintiffs and, on information and belief, the Class and aggrieved employees were
23 compensated on a piece-rate basis during all pay periods.

24 52. Plaintiffs and, on information and belief, the Class and aggrieved employees
25 were not compensated for rest and recovery periods and other nonproductive time separate from
26 any piece-rate compensation as required by law.

27 53. Defendants failed to include on itemized statements, the total hours of
28 compensable rest and recovery periods, the rate of compensation, and gross wages paid for those

1 periods during the pay period.

2 54. Defendants failed to include on itemized statements, the total hours of other
3 nonproductive time, the rate of compensation, and gross wages paid for that time during the pay
4 period.

5 55. Defendants failed to compensate Plaintiffs and, on information and belief, the
6 Class and aggrieved employees, for rest and recovery periods at a regular hourly rate no less than
7 the higher of an average hourly rate, or the applicable minimum wage.

8 56. California Labor Code §226.7 provides:

9 (a) For employees compensated on a piece-rate basis during a pay
10 period, the following shall apply for that pay period:

11 (1) Employees shall be compensated for rest and recovery periods and
other nonproductive time separate from any piece-rate compensation.

12 (2) The itemized statement required by subdivision (a) of Section
13 226 shall, in addition to the other items specified in that subdivision,
14 separately state the following, to which the provisions of Section
226 shall also be applicable:

15 (A) The total hours of compensable rest and recovery periods, the rate
16 of compensation, and the gross wages paid for those periods during the
pay period.

17 (B) Except for employers paying compensation for other
18 nonproductive time in accordance with paragraph (7), the total hours of
other nonproductive time, as determined under paragraph (5), the rate
19 of compensation, and the gross wages paid for that time during the pay
period.

20 (3)(A) Employees shall be compensated for rest and recovery periods
at a regular hourly rate that is no less than the higher of:

21 (i) An average hourly rate determined by dividing the total
22 compensation for the workweek, exclusive of compensation for rest
and recovery periods and any premium compensation for overtime, by
23 the total hours worked during the workweek, exclusive of rest and
recovery periods.

24 (ii) The applicable minimum wage.

25 57. By failing to keep adequate time records required by § 226.2 of the Labor Code,
26 Defendants have injured Plaintiffs, the Class, and aggrieved employees and made it difficult to
27 calculate rest and recovery and nonproductive time compensation due to Plaintiffs and the class.

1 58. Under California Labor Code § 2810.3, a client employer shall share with a labor
2 contractor all civil legal responsibility and civil liability for the payment of wages for all workers
3 supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson,
4 John Clark and Lorene Clark (TRS), Central Pacific Farms, Inc., and Paragroup Farms, Inc., are
5 liable for the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp,
6 Inc., may have created such violations.

7 59. Under California Labor Code § 558.1, any natural person who is an owner,
8 director, officer, or managing agent of an employer, acting on behalf of the employer, who
9 violates or causes to be violated any provision regulating minimum wages or hours and days of
10 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
11 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
12 such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is liable for the
13 violations herein alleged.

14 60. As a result of the unlawful acts of Defendants, Plaintiffs, the Class, and aggrieved
15 employees have been deprived of wages in amounts to be determined at trial, and are entitled to
16 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
17 Labor Code §§ 203, 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

18 61. Wherefore, Plaintiffs and the class request relief as described herein and below.

19
20 **SECOND CLAIM FOR RELIEF**
21 **FAILURE TO PROVIDE PROPER MEAL AND REST PERIODS**
22 **OR COMPENSATION IN LIEU THEREOF**
23 **(CAL. LAB. CODE §§ 226.7, 512 AND APPLICABLE IWC WAGE ORDERS)**
24 **PLAINTIFFS AGAINST ALL DEFENDANTS**

25 62. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

26 63. Plaintiffs and, on information and belief, the Class and aggrieved employees were
27 not afforded timely meal periods as required by California law, since they were routinely
28 required to work five hours or more without a timely, thirty minute, uninterrupted meal period,
and they were not compensated for missed meal periods.

 64. California Labor Code §226.7 provides:

1 (a) No employer shall require any employee to work during any meal
2 or rest period mandated by an applicable order of the Industrial Welfare
3 Commission.

4 (b) If an employer fails to provide an employee a meal period or rest
5 period in accordance with an applicable order of the Industrial Welfare
6 Commission, the employer shall pay the employee one additional hour
7 of pay at the employee's regular rate of compensation for each work
8 day that the meal or rest period is not provided.

65. The applicable wage order issued by the Industrial Welfare Commission provides
with regards to meal periods:

9 (A) No employer shall employ any person for a work period of more than
10 five (5) hours without a meal period of not less than 30 minutes, except that
11 when a work period of not more than six (6) hours will complete the day's
12 work the meal period may be waived by mutual consent of the employer
13 and employee. Unless the employee is relieved of all duty during a 30-
14 minute meal period, the meal period shall be considered an "on duty" meal
15 period and counted as time worked. An "on duty meal period shall be
16 permitted only when the nature of the work prevents an employee from
17 being relieved of all duty and when by written agreement between the
18 parties an on-the-job paid meal period is agreed to. The written agreement
19 shall state that the employee may, in writing, revoke the agreement at any
20 time.

21 (B) If an employer fails to provide an employee a meal period in
22 accordance with the applicable provisions of this Order, the employer shall
23 pay the employee one (1) hour of pay at the employee's regular rate of
24 compensation for each work day that the meal period is not provided.

25 66. California Labor Code § 512 contains a similar provision. In this case, there was
26 no mutual waiver of meal periods and employees worked for periods of more than five hours
27 without an off-duty meal period of at least 30 minutes. As noted above, Defendants violated
28 California law by failing to provide timely meal periods mandated by Labor Code § 226.7 and
the applicable IWC Wage Order. As such, Defendants are liable for one hour of pay at the
employee's regular rate of compensation for each workday that meal periods were not provided.

67. The applicable wage order issued by the Industrial Welfare Commission also
provides for a requisite number of rest breaks per shift and/or to allow net 10 minutes of rest, and
Defendants violated California law by failing to provide the required rest breaks, in violation of
the applicable Wage Orders and Labor Code § 226.7.

1 68. As noted above, Defendants violated California law by failing to provide meal
2 and rest periods mandated by Labor Code § 226.7 and the applicable IWC Wage Order, and by
3 failing to provide one hour pay at the employees' regular rate of compensation for each work day
4 that a required meal period or a rest break was not provided.

5 69. Plaintiffs, the Class, and aggrieved employees did not voluntarily or willfully
6 waive meal or rest periods. Any express or implied waivers obtained from Plaintiffs and the class
7 were not willfully obtained or voluntarily agreed to, but rather were a condition of employment
8 or part of an unlawful contract of adhesion.

9 70. Under California Labor Code § 2810.3, a client employer shall share with a labor
10 contractor all civil legal responsibility and civil liability for the payment of wages for all workers
11 supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson,
12 John Clark and Lorene Clark, Central Pacific Farms, Inc., and Paragroup Farms, Inc., are liable
13 for the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp, Inc.,
14 may have created such violations.

15 71. Under California Labor Code § 558.1, any natural person who is an owner,
16 director, officer, or managing agent of an employer, acting on behalf of the employer, who
17 violates or causes to be violated any provision regulating minimum wages or hours and days of
18 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
19 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
20 such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is liable for the
21 violations herein alleged.

22 72. As a result of the unlawful acts of Defendants, Plaintiffs, the Class, and aggrieved
23 employees have been deprived of wages in amounts to be determined at trial, and are entitled to
24 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
25 Labor Code §§ 203, 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

26 73. Wherefore, Plaintiffs and the class request relief as described herein and below.

27 //

28

THIRD CLAIM FOR RELIEF
FAILURE TO PAY MINIMUM WAGES
(LABOR CODE §§ 1194, 1194.2, 1197(A) & APPLICABLE IWC WAGE ORDERS)
PLAINTIFFS AGAINST ALL DEFENDANTS

74. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

75. California Labor Code § 1197, which is entitled “Pay of Less Than Minimum Wage,” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

76. Defendants have failed to pay minimum wages for all hours worked. In particular, Defendants failed to record and compensate piecework workers for nonproductive time separate from piece-rate units and failed to accurately calculate compensation for rest and recovery periods. Plaintiffs, the Class, and aggrieved employees are consequently not paid for all hours worked. These practices, among others, have resulted in Defendants not paying the minimum wage for all hours worked. This violation of California minimum wage law was substantial and a main feature of Defendants’ employment practices.

77. The Minimum Wage provisions of the California Labor Code are enforceable by private civil action pursuant to California Labor Code §1194(a), which states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.

78. As such, Plaintiffs, the Class, and aggrieved employees may bring this action for minimum wages, interest, costs of suit, and attorney’s fees pursuant to California Labor Code § 1194(a).

79. As described in California Labor Code § 1194.2, any such action incorporates the applicable wage order of the California Labor Commission.

80. California Labor Code § 1194.2 provides:

In any action under Section 1194 ... to recover wages because of

1 the payment of a wage less than the minimum wages fixed by an
2 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

3 81. As described herein, this is an action under California Labor Code § 1194 to
4 recover wages on account of Defendants' failure to pay minimum wages as described in
5 California Labor Code §§ 1197, 1194(a), 1194.2 and the applicable IWC Wage Order. Therefore,
6 Plaintiffs and the class are also entitled to recover liquidated damages in an amount equal to the
7 wages unlawfully unpaid and interest thereon.

8 82. Under California Labor Code § 2810.3, a client employer shall share with a labor
9 contractor all civil legal responsibility and civil liability for the payment of wages for all workers
10 supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson,
11 John Clark and Lorene Clark (TRS), Central Pacific Farms, Inc., and Paragroup Farms, Inc., are
12 liable for the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp,
13 Inc., may have created such violations.

14 83. Under California Labor Code § 558.1, any natural person who is an owner,
15 director, officer, or managing agent of an employer, acting on behalf of the employer, who
16 violates or causes to be violated any provision regulating minimum wages or hours and days of
17 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
18 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
19 such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is liable for the
20 violations herein alleged.

21 84. Wherefore, Plaintiffs and the class request relief as described herein and below.

22
23 **FOURTH CLAIM FOR RELIEF**
24 **FAILURE TO PAY OVERTIME PREMIUM WAGES**
(CAL. LAB. CODE §§ 200, et seq., 510, 1194 & APPLICABLE WAGE ORDERS)
25 **PLAINTIFFS AGAINST ALL DEFENDANTS**

26 85. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

27 86. Labor Code § 510(a) establishes the eight (8) hour workday and 40-hour
28 workweek, and provides that work in excess of eight (8) hours in one day or 40 hours in one

1 week is to be compensated at one and one-half (1 1/2) the regular rate of pay (“overtime rate”).
2 The wage orders, which are authorized under California Labor Code § 1185 and apply in this
3 case, further provide that work in excess of 12 hours in a workday or eight hours on the seventh
4 consecutive workday is to be compensated at the rate of twice the regular rate of pay
5 (“doubletime rate”).

6 87. Defendants violated California Labor Code § 510 and the applicable wage orders
7 (or caused the violations) by subjecting employees to employer control, or knowingly suffering
8 or permitting them to work, in excess of the statutory overtime thresholds, without paying the
9 applicable premium rate.

10 88. Plaintiffs may enforce these provisions pursuant to Labor Code § 1194(a) and
11 Business and Professions Code §§ 17200 et seq.

12 89. California Labor Code § 1194(a) states:

13 Notwithstanding any agreement to work for a lesser wage, any employee
14 receiving less than the legal minimum wage or the legal overtime compensation
15 applicable to the employee is entitled to recover in a civil action the unpaid
balance of the full amount of this minimum wage or overtime compensation,
including interest thereon, reasonable attorney's fees and costs of suit.

16 90. Defendants failed to follow California's formula for computing the regular rate of
17 pay for purposes of calculating overtime and doubletime. Defendants also refused to pay for all
18 hours worked and failed to compensate at the agreed-upon and statutory rates, rendering
19 Defendants' overtime computations unlawful.

20 91. Plaintiffs and, on information and belief, other current or former employees are
21 entitled to wages at the applicable premium rate as a result of Defendants’ practice of not
22 compensating them at the required premium rate, as well as for failing to compensate them for
23 all “hours worked.”

24 92. Plaintiffs and, on information and belief, other current or former employees are
25 owed wages for the violations above. Defendants failed to pay said wages when due, as required
26 by Labor Code § 204, and have not been paid them to date. The violation of California's
27 premium wage laws is substantial and occurred regularly, and Defendants' failure to maintain
28

1 accurate time records will shift the burden of proof.

2 93. Plaintiffs, the Class, and other aggrieved employees are entitled to payment of
3 wages owed under California Labor Code §§ 510, 1197, 1194(a) and the applicable wage orders.

4 62. Under California Labor Code § 2810.3, a client employer shall share with a labor
5 contractor all civil legal responsibility and civil liability for the payment of wages for all workers
6 supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson,
7 John Clark and Lorene Clark (TRS), Central Pacific Farms, Inc., and Paragroup Farms, Inc., are
8 liable for the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp,
9 Inc., may have created such violations.

10 63. Under California Labor Code § 558.1, any natural person who is an owner,
11 director, officer, or managing agent of an employer, acting on behalf of the employer, who
12 violates or causes to be violated any provision regulating minimum wages or hours and days of
13 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
14 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
15 such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is liable for the
16 violations herein alleged.

17 64. Wherefore, Plaintiffs request relief against Defendants as described herein and
18 below, including unpaid wages, interest, attorneys' fees and cost of suit.

19
20 **FIFTH CLAIM FOR RELIEF**
WAITING TIME PENALTIES
21 (CAL. LAB. CODE §§ 201, 202, 203 & 203.1)
22 PLAINTIFFS AGAINST ALL DEFENDANTS

23 64. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

24 65. California Labor Code §§ 201 and 202 provide for immediate payment of all
25 wages owed at termination of employment.

26 66. As described above, Defendants failed to pay minimum, overtime, meal period
27 wages, and rest and recovery periods and other nonproductive time separate from any piece-rate
28 compensation; and failed to reimburse Plaintiffs, the class, and other aggrieved employees for

1 necessary expenses incurred in purchasing gloves. Consequently, unpaid wages and monies have
2 accumulated as a result of this practice and Defendants' have failed to liquidate these unpaid
3 wages upon separation from employment, whether through voluntary resignation or involuntary
4 termination, in violation of California law.

5 67. Defendants have violated California Labor Code §§ 201 and/or 202 by failing to
6 pay Plaintiffs and other current and former employees, including a substantial portion of the
7 Class, all the wages owed to them, because when Plaintiffs and other current and former
8 employees, including a substantial portion of the Class, left their employment with Defendants,
9 Defendants did not pay them the wages owed for rest and recovery periods and other
10 nonproductive time separate from any piece-rate compensation, missed meal periods, or for
11 unreimbursed expenses. This failure to pay wages owed was willful and, as such, Defendants are
12 liable for penalties under § 203 of the Labor Code.

13 68. California Labor Code § 203 provides:

14 If an employer willfully fails to pay, without abatement or reduction, in
15 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee
16 who is discharged or who quits, the wages of the employee shall continue as a
17 penalty from the due date thereof at the same rate until paid or until an action
18 therefore is commenced; but the wages shall not continue for more than 30 days.
19 An employee who secretes or absents himself or herself to avoid payment to him
or her, or who refuses to receive the payment when fully tendered to him or her,
including any penalty then accrued under this section, is not entitled to any benefit
under this section for the time during which he or she so avoids payment. Suit
may be filed for these penalties at any time before the expiration of the statute of
limitations on an action for the wages from which the penalties arise.

20 69. Defendants willfully failed to pay all wages due as the failure to pay was not
21 inadvertent or accidental. As a result, Plaintiffs, the class, and aggrieved employees are entitled
22 to 30 days' wages. "30 days' wages" is calculated pursuant to California case law as 30 working
23 days, and not merely a month's wages.

24 70. In calculating 30 days' wages pursuant to California Labor Code §203, Plaintiffs
25 and the class are entitled to compensation for all forms of wages earned (even if not properly
26 paid), including, but not limited to, compensation for unprovided meal periods.

27 71. More than 30 working days have passed since Plaintiffs and many members of the
28

1 Class have left Defendants' employment, and despite this, they have not received payment
2 pursuant to Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all
3 wages, Plaintiffs and the class are entitled to 30 days' wages as a penalty under Labor Code §
4 203.

5 72. Waiting time penalties also attach to issuance of bad checks under § 203.1 of the
6 Labor Code, with penalties accruing daily up to 30 days from the date wages were due. More
7 than 30 days have elapsed since Defendants issued bad checks that bounced when Plaintiffs
8 attempted to cash them within 30 days of issuance. Plaintiffs and the class are entitled to 30
9 days' wages as a penalty under Labor Code § 203.1.

10 73. Under California Labor Code § 2810.3, a client employer shall share with a labor
11 contractor all civil legal responsibility and civil liability for the payment of wages for all workers
12 supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson,
13 John Clark, Lorene Clark, Central Pacific Farms, Inc., and Paragroup Farms, Inc., are liable for
14 the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp, Inc., may
15 have created such violations.

16 74. Under California Labor Code § 558.1, any natural person who is an owner,
17 director, officer, or managing agent of an employer, acting on behalf of the employer, who
18 violates or causes to be violated any provision regulating minimum wages or hours and days of
19 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
20 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
21 such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is liable for the
22 violations herein alleged.

23 75. Wherefore, Plaintiffs and the class seek the relief as described herein and below.

24
25 **SIXTH CLAIM FOR RELIEF**
26 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
(CAL. LAB. CODE §§ 226, 226.2 & IWC ORDER)
27 **PLAINTIFFS AGAINST ALL DEFENDANTS**

28 76. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

1
2 77. California Labor Code Section 226(a) states:

3 Every employer shall, semimonthly or at the time of each payment
4 of wages, furnish each of his or her employees, either as a
5 detachable part of the check, draft, or voucher paying the
6 employee's wages, or separately when wages are paid by personal
7 check or cash, an accurate itemized statement in writing showing
8 (1) gross wages earned, (2) total hours worked by the employee,
9 except for any employee whose compensation is solely based on a
10 salary and who is exempt from payment of overtime under
11 subdivision (a) of Section 515 or any applicable order of the
12 Industrial Welfare Commission, (3) the number of piece-rate units
13 earned and any applicable piece-rate if the employee is paid on a
14 piece-rate basis, (4) all deductions, provided that all deductions
15 made on written orders of the employee may be aggregated and
16 shown as one item, (5) net wages earned, (6) the inclusive dates of
17 the period for which the employee is paid, (7) the name of the
employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social
security number or an employee identification number other than a
social security number may be shown on the itemized statement,
(8) the name and address of the legal entity that is the employer,
and (9) all applicable hourly rates in effect during the pay period
and the corresponding number of hours worked at each hourly rate
by the employee. The deductions made from payments of wages
shall be recorded in ink or other indelible form, properly dated,
showing the month, day, and year, and a copy of the statement or a
record of the deductions shall be kept on file by the employer for at
least three years at the place of employment or at a central location
within the State of California.

18 78. Defendants have failed to provide Plaintiffs and, on information and belief, Class
19 Members accurate itemized wage statements that include the gross wages earned, total hours
20 worked, piece-rates if any, rest and recovery period and other nonproductive time separate from
21 any piece-rate compensation, all deductions, net wages earned, pay period dates, name of
22 employee, name address of the legal entity that is the employer, and all applicable hourly rates in
23 effect during the pay period, as mandated by Labor Code §226 and applicable IWC Wage Order,
24 because such statements understate wages by failing to include those wages owed for unprovided
25 rest and meal periods and reimbursements of expenses.

26 79. Defendants have, in turn, violated California Labor Code § 226(a) by inaccurately
27 stating gross and net wages and other issues as described above.

1 80. Defendants have also violated California Labor Code § 226.2(a)(2) and (b) by
2 failing to separately state the total hours of compensable rest and recovery periods, the rate of
3 compensation and the gross wages paid for those periods during the pay period, and the total
4 hours of other nonproductive time, the rate of compensation, and the gross wages paid for that
5 time during the pay period.

6 81. By failing to keep adequate time records required by §§ 226, 226.2, and 1174(d)
7 of the Labor Code, Defendants have injured Plaintiffs, the Class, and aggrieved employees, and
8 made it difficult to calculate the unpaid meal period compensation due to Plaintiffs, the class,
9 and aggrieved employees.

10 82. By knowingly and intentionally failing to provide Plaintiffs and Class Members
11 itemized wage statements in conformance with Labor Code § 226, Defendants have also violated
12 Labor Code § 226.6, which is a misdemeanor punishable by fine and/or prison.

13 83. Defendants have the ability to pay all wages due and have the ability to provide
14 Plaintiffs and the class accurate wage statements mandated by Labor Code § 226. But
15 Defendants have willfully refused to pay and accurately state wages, intending to secure instead
16 a discount upon their indebtedness to Plaintiffs and the class, and intending to annoy harass,
17 oppress, hinder, delay, or defraud Plaintiffs and the class, in violation of California Labor Code §
18 226.6.

19 84. Defendants' violation of Labor Code § 226 also constitutes a predicate violation
20 of California Business & Profession Code §§17200 *et seq.*

21 85. Under California Labor Code § 2810.3, a client employer shall share with a labor
22 contractor all civil legal responsibility and civil liability for the payment of wages for all workers
23 supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson,
24 John Clark and Lorene Clark (TRS), Central Pacific Farms, Inc., and Paragroup Farms, Inc., are
25 liable for the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp,
26 Inc., may have created such violations.

27 86. Under California Labor Code § 558.1, any natural person who is an owner,
28

1 director, officer, or managing agent of an employer, acting on behalf of the employer, who
2 violates or causes to be violated any provision regulating minimum wages or hours and days of
3 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
4 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
5 such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is liable for the
6 violations herein alleged.

7 87. Wherefore, Plaintiffs, the class, and aggrieved employees seek the relief described
8 herein and below.

9 **SEVENTH CLAIM FOR RELIEF**
10 **FAILURE TO INDEMNIFY EMPLOYEES FOR**
11 **NECESSARY BUSINESS EXPENDITURES OR LOSSES INCURRED**
(CALIFORNIA LABOR CODE § 2802 AND WAGE ORDERS)
12 **PLAINTIFFS AGAINST ALL DEFENDANTS**

13 88. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

14 89. Defendants failed to reimburse Plaintiffs and, on information and belief, the Class
15 and aggrieved employees for necessary expenses, such as gloves and harnesses, which were
16 necessary to perform their job duties.

17 90. Labor Code Section 2802 states:

18 (a) An employer shall indemnify his or her employee for all necessary expenditures
19 or losses incurred by the employee in direct consequence of the discharge of his or
20 her duties, or of his or her obedience to the directions of the employer, even though
21 unlawful, unless the employee, at the time of obeying the directions, belied them to
22 be unlawful.

23 (c) For purposes of this section, the term “necessary expenditures or losses” shall
24 include all reasonable costs, including but not limited to, attorney’s fees incurred by
25 the employee enforcing the rights granted by this section.

26 91. In this case, Plaintiffs and, on information and belief, the Class and aggrieved
27 employees were required to purchase their own gloves and harnesses and were not reimbursed.
28 As such, Plaintiffs, individually and on behalf of the Class, may bring this claim in this action for
reimbursement for gloves and harnesses, including interest, costs of suit, and attorney fees
pursuant to California Labor Code § 2802.

1 92. Wherefore, Plaintiffs and the Class are entitled to reimbursement for necessary
2 expenditures and losses incurred in direct consequence of the discharge of their duties, or of their
3 obedience to the directions of Defendants, interest thereon, costs of suit, and attorney fees.

4 93. Under California Labor Code § 2810.3, a client employer shall share with a labor
5 contractor all civil legal responsibility and civil liability for the payment of wages for all workers
6 supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson,
7 John Clark, Lorene Clark, Central Pacific Farms, Inc., and Paragroup Farms, Inc., are liable for
8 the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp, Inc., may
9 have created such violations.

10 94. Under California Labor Code § 558.1, any natural person who is an owner,
11 director, officer, or managing agent of an employer, acting on behalf of the employer, who
12 violates or causes to be violated any provision regulating minimum wages or hours and days of
13 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
14 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
15 such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is liable for the
16 violations herein alleged.

17 95. Wherefore, Plaintiffs, the class, and aggrieved employees seek the relief described
18 herein and below.

19 **EIGHTH CLAIM FOR RELIEF**
20 **VIOLATION OF UNFAIR COMPETITION LAW**
 (CAL. BUS. & PRO. CODE §§ 17200 *et seq.*)
21 **PLAINTIFFS AGAINST ALL DEFENDANTS EXCEPT FIDEL LUNA**

22 96. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

23 97. On information and belief, and at all times relevant, Plaintiffs alleges Defendants,
24 by and through their policies and practices, engaged in unlawful activity prohibited by Business
25 and Professions Code § 17200 *et seq.*, including the following:

- 26 a. failure to pay Plaintiffs and Class Members minimum wages for
- 27 all hours worked;
- 28 b. failure to compensate Plaintiffs and Class Members for other

1 nonproductive time separate from any piece-rate compensation;

2 c. failing to pay premium wages when Plaintiffs and Class
3 Members were not provided mandatory meal and rest breaks;
4 and

5 d. failure to pay Plaintiffs and Class Members all wages owed at
6 the time of termination of employment.

7 98. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
8 unfair, and deceptive business practices, within the meaning of Business and Professions Code
9 §§ 17200 *et seq.* Plaintiffs and, on information and belief, the Class they seek to represent, have
10 suffered injury in fact and have lost money or property as a result of such unfair competition.

11 99. Plaintiffs and the class are entitled to an injunction and other equitable relief
12 against such unlawful practices to prevent future damage, for which there is no adequate remedy
13 at law, and to avoid a multiplicity of lawsuits.

14 100. As a result of their unlawful acts, Defendants have reaped and continue to reap
15 unfair benefits and unlawful profits at the expense of Plaintiffs and the class. Defendants should
16 be enjoined from this activity and made to disgorge the ill-gotten gains and restore to Plaintiffs
17 and Class Members the wrongfully withheld wages, pursuant to Business and Professions Code §
18 17203 and the penalties provision of § 17202.

19 101. Plaintiffs are informed and believe, and thereon allege, Defendants have been and
20 continue to be unjustly enriched through false, fraudulent, unlawful, unfair, and deceptive
21 business practices as alleged throughout this Complaint. Plaintiffs is further informed and
22 believe, and thereon allege, Plaintiffs and Class Members are prejudiced by Defendants' unfair
23 business practices.

24 102. As a direct and proximate result of Defendants' unfair business practices,
25 Plaintiffs, individually and on behalf of all employees similarly situated, is entitled to equitable
26 and injunctive relief, including full restitution and/or disgorgement of all wages which have been
27 unlawfully withheld from Plaintiffs and the class as a result of the business acts and practices
28

described herein, and enjoinder of Defendants to cease and desist from engaging in the practices described herein.

103. As a direct and proximate result of Defendants' unfair business practices, Plaintiffs and all Class Members are entitled, in accordance with Business and Professions Code § 17202, to enforcement of penalties resulting from the business acts and practices described herein, and entitled to enjoinder of Defendants to cease and desist from engaging in the practices described herein.

104. On information and belief, the unlawful conduct alleged herein is continuing, and there is no indication Defendants will cease such activity. Plaintiffs alleges that, if Defendants are not enjoined from the conduct set forth in this Complaint, they will continue their practice of failing provide meal periods or compensation in lieu thereof, and failing to reimburse employees for necessary expenses.

105. Under California Labor Code § 2810.3, a client employer shall share with a labor contractor all civil legal responsibility and civil liability for the payment of wages for all workers supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson, John Clark and Lorene Clark (TRS), Central Pacific Farms, Inc., and Paragroup Farms, Inc., are liable for the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp, Inc., may have created such violations.

106. Wherefore, Plaintiffs and the class request relief as described herein and below and as deemed just and proper by this Court.

NINTH CLAIM FOR RELIEF
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
(Cal. Lab. Code §§ 2698 ET SEQ., § 558)
PLAINTIFFS AGAINST ALL DEFENDANTS

107. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

108. Plaintiffs bring this representative claim for themselves, the State of California, and all other current and former employees of Defendants as a non-class claim, as expressly authorized by the California Private Attorneys General Act of 2004, Labor Code §§ 2699 *et seq.*

1 (“PAGA”). Defendants are liable to Plaintiffs, the State, and other current or former employees
2 for the violations alleged in this Complaint.

3 109. This PAGA cause of action is brought against Defendants pursuant to provisions
4 of the Labor Code including § 558, which imposes liability on “persons” (defined by Labor Code
5 § 18 as “... any person, association, organization, partnership, business trust, limited liability
6 company, or corporation”) who violate the Labor Code or IWC regulations or cause these to be
7 violated, and which provides for recovery of wages in addition to penalties. Section 558.1,
8 1197.1, and 2699(f) similarly impose liability on responsible parties.

9 110. The pre-lawsuit notice requirements set forth in Labor Code § 2699.3 have been
10 initiated by written notice by certified mail to Defendant United Production Framing, LLC, and
11 to the Labor and Workforce Development Agency, detailing the Labor Code and IWC Wage
12 Order violations averred herein. The waiting requirements will be completed prior to service of
13 this First Amended Complaint.

14 108. Plaintiffs are aggrieved employees as defined in Labor Code §2699(a). They
15 bring this cause on behalf of themselves, the State of California, and other current or former
16 aggrieved employees affected by the labor law violations alleged in this Complaint.

17 109. Plaintiffs seek civil penalties as provided under applicable Labor Code sections
18 for violations of the Labor Code alleged herein pursuant to Labor Code § 2699(a).

19 110. To the extent that any violation alleged herein does not carry a penalty, Plaintiffs
20 seek civil penalties pursuant to Labor Code § 2699(f) for Plaintiffs, other current or former
21 employees, and the State for each pay period in which they were aggrieved, in the amounts
22 established by Labor Code § 2699.

23 111. The penalties sought by Plaintiffs are to be distributed as mandated in Labor Code
24 § 2699(m).

25 112. Plaintiffs are also entitled to an award of attorneys’ fees and costs for bringing
26 this claim as set forth below.

27 113. Defendants are liable as employers or persons acting on behalf of the employer(s)
28

pursuant to Labor Code §§ 558, 558.1, and/or 2810.3. Defendants created, authorized, implemented and/or enforced the practices that violate the law and/or caused the violations complained of herein. Defendants are therefore liable for penalties and wages pursuant to Labor Code §§ 558 or 558.1, and/or because they are liable as a “client employer” under Labor Code § 2810.3.

111. All Defendants are liable to Plaintiffs and “other current or former employees and the state” for the civil penalties arising from the violations alleged in this Complaint. As such, Plaintiffs individually hold a substantive right to stand in the shoes of the State of California and bring this PAGA claim for the State and other current or former employees.

114. Plaintiffs are also entitled to an award of attorneys’ fees and costs as set forth below.

115. Most of the predicate act violations which serve as the basis for this PAGA claim (minimum wage and overtime violations, rest and meal period violations, and failure to compensate for all “hours worked”) relate to the non-payment of wages or violations of the IWC Wage Orders that were posted at the worksite.

116. Plaintiffs are aggrieved by Defendants’ labor and payroll practices that:

- a. fail to compensate for all “hours worked”;
- b. fail to compensate minimum and premium wages;
- c. inaccurately keep records of actual hours worked and wages earned;
- d. fail to provide timely and/or complete meal breaks, or premium wages in lieu thereof; and
- e. fail to reimburse employees for garments and equipment necessary for work.

117. Under California Labor Code § 2810.3, a client employer shall share with a labor contractor all civil legal responsibility and civil liability for the payment of wages for all workers supplied by that labor contractor. Therefore, Defendants Douglas A. Hanson, Susana P. Hanson, John Clark, Lorene Clark, Central Pacific Farms, Inc., and Paragroup Farms, Inc., are liable for the violations herein alleged, regardless of the extent to which Defendant 559 Ag Corp, Inc. may

1 have created such violations.

2 118. Under California Labor Code § 558.1, any natural person who is an owner,
3 director, officer, or managing agent of an employer, acting on behalf of the employer, who
4 violates or causes to be violated any provision regulating minimum wages or hours and days of
5 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
6 Labor Code §§ 203, 203.1, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
7 employer for such violation. Therefore, Defendant Artemio Fidel Salazar Luna (Fidel Luna) is
8 liable for the violations herein alleged.

9 119. Wherefore, Plaintiffs request relief as described herein and below.

10
11 **PRAYER FOR RELIEF**

12 120. Wherefore, Plaintiffs pray for judgment for Plaintiffs, the class, and other current
13 and former employees, as follows:

- 14 a. That the Court determine this action may be maintained as
15 a class action or actions;
16 b. For compensatory damages including wages in an amount
17 according to proof with interest thereon;
18 c. For economic and/or special damages in an amount
19 according to proof with interest thereon;
20 d. For a declaratory judgment that each of the Defendants
21 violated Plaintiffs' and Class Members' rights under the
22 California Labor Code and applicable IWC Wage Orders as
23 set forth in the preceding paragraphs;
24 e. That each of the Defendants except Fidel Luna be found to
25 have engaged in unfair competition in violation of
26 California Business and Professions Code § 17200 *et seq.*;
27 f. That each of the Defendants, except Fidel Luna, be ordered
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1 and enjoined to make restitution to the Class due to their
2 unfair competition, including disgorgement of their
3 wrongfully-obtained revenues, earnings, profits,
4 compensation, and benefits, pursuant to Business and
5 Professions Code §§ 17203 and 17204;

6 g. That each of the Defendants, except Fidel Luna, be
7 enjoined from continuing the unlawful or unfair
8 competition in violation of § 17200 as alleged herein;

9 h. For declaratory relief for Defendants' violation of the
10 Labor Code and Business and Professions Code;

11 i. That Defendants, except Fidel Luna, be enjoined from
12 further acts of restraint of trade or unfair competition;

13 j. For premium wages pursuant to Labor Code §§ 226, 226.2,
14 226.7, and 510;

15 k. For unpaid wages pursuant to Labor Code § 1194 and
16 liquidated damages pursuant to Labor Code § 1194.2;

17 l. For reimbursement of necessary business expenses,
18 pursuant to Labor Code § 2802;

19 m. For waiting time penalties under Labor Code §§ 203 and
20 203.1;

21 n. Pursuant to PAGA, for all provisions of the Labor code
22 violated as described above for which a civil penalty is
23 specifically provided, civil penalties for each aggrieved
24 employee as specifically provided by statute;

25 o. For an order imposing all statutory and/or civil penalties
26 provided by law, including but not limited to, penalties
27 under Labor Code §§ 203, 203.1, 210, 225.5, 226, 226.3,
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226.7, 256, 512, 558, 1174.5, 1194, 1194.2, 1197.1, and
2802 relating to all facts alleged in the complaint;

p. For all provisions of the labor code violated as described
above except those for which a civil penalty is specifically
provided, a civil penalty pursuant to Labor Code § 2699(f);

q. For all other relief available under PAGA;

r. An award to Plaintiffs and the class members of reasonable
attorneys' fees, costs, and interest thereon pursuant to Code
of Civil Procedure § 1021.5, Labor Code §§ 203, 218.5,
218.6, 226, 226.7, 512, 1194, 2699, and 2802, and/or other
applicable law;

s. For actual, incidental, and consequential damages for
breach of contract;

t. Interest pursuant to Labor Code §§ 218.6, 1194.2, and
2802;

u. For such other and further relief as the court deems just and
proper pursuant to the procedures detailed in labor code §§
2698 *et seq.*

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands trial of their claims and those of the Class by jury to the extent
authorized by law.

Dated: October 10, 2025

MALLISON & MARTINEZ

By: 
Stan S. Mallison
Hector R. Martinez
Cody A. Bolce
Cristina M. Mathews

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Attorneys for Plaintiffs, a Class of
Similarly Situated Employees, and
Other Aggrieved Employees